

CONTRACTUAL AGREEMENT

BETWEEN

**PLATTSBURGH CITY
SCHOOL DISTRICT**

AND

**PLATTSBURGH TEACHERS'
ASSOCIATION**

AFFILIATED WITH NYSUT/NEA/AFT/AFL-CIO #2930

JULY 1, 2009 - JUNE 30, 2012

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DEFINITIONS

The common terms used throughout this contract refer to the Plattsburgh City School District and are defined as follows:

- A. Board refers to the Board of Education of the Plattsburgh City School District.
- B. Teacher, unless specifically noted, refers to any professional employee represented by the Plattsburgh Teachers' Association as their Collective Bargaining Agent.
- C. Association refers to the Plattsburgh Teachers' Association.
- D. Superintendent refers to the Chief School Administrator of the Plattsburgh City School District.
- E. Agreement refers to the contract negotiated between the Board of Education and the Plattsburgh Teachers' Association.

TITLE IX AND SECTION 504 NOTIFICATIONS

"It is the policy of the Plattsburgh City School District, Board of Education, not to discriminate on the basis of sex, race, color, national origin, handicap or other protected status in the educational programs or activities which it operates. Furthermore, the Plattsburgh City School District, Board of Education, is required by Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, respectively, not to discriminate in such a manner. Inquiries concerning this policy may be referred to the following individuals:

NAME:	Thelma Carrino, Title IX Officer
ADDRESS:	Plattsburgh City School District 49 Broad Street, Plattsburgh, NY 12901-3396
TELEPHONE:	(518) 957-6006
NAME:	Diane Thompson, 504 Coordinator
ADDRESS:	Bailey Avenue School 50 Bailey Avenue, Plattsburgh, NY 12901
TELEPHONE:	(518) 563-2410

These officials will provide information, including complaint procedures, to any student or employee who feels her or his rights under Title IX and/or Section 504 may have been violated by the district or its officials."

The District further agrees it will not discriminate on the basis of age, race, creed, nationality, color, religion, ancestry, marital status, handicapping conditions or other protected status.

ARTICLE I

REPRESENTATION

The Board does hereby recognize the Association as the sole and exclusive representative and bargaining agent for and on the behalf of all teachers (full or part-time), teaching assistants (full or part-time), regular substitutes appointed to a full year position, and other professional staff within the Plattsburgh City School District for the maximum period allowable under the provisions of the Taylor Law. The following position titles are excluded

1. Building Principals
2. Vice Principals
3. Assistant Principals
4. Director of Educational Communications
5. All other administrative positions above the level of the building principal
6. Substitute teachers (except regular substitutes appointed to a full year position)
7. Director of Athletics and Physical Education

ARTICLE II NEGOTIATION

- A.
 - 1. No later than February 15th preceding the June 30th that the contract expires, the parties agree to enter into collective negotiations in accordance with the procedures set forth herein in a good faith effort to reach agreement on matters raised by either party concerning the terms and conditions of teachers' employment.
 - 2. During negotiations, the School District and the Association will present relevant data, exchange points of view and make proposals and counter proposals. The parties agree to make available to each other for inspection all pertinent records, data, and information in their possession. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- B. An impasse in negotiations shall be governed by Article 14, Section 209 of the Civil Service Law.
- C. The School District agrees not to negotiate with any teachers' group or organization other than the Association in regard to terms and conditions of employment of teachers during the term of this agreement.

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE III GRIEVANCE

A. DEFINITIONS:

1. Employee shall mean any teacher employed by the Plattsburgh City School District.
2. Chief Administrator shall mean the Superintendent of Schools, or one acting in that capacity.
3. Grievance shall mean any claim, violation, misinterpretation or inequitable application of this Agreement.
4. An aggrieved employee shall mean any employee, group of employees or the Plattsburgh Teachers' Association which claim to an alleged grievance.
5. Whenever used, the term "day" shall mean school days.
6. The immediate supervisor shall be the principal of the school to which the aggrieved employee is assigned.

B. BASIC PRINCIPLES:

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged. The number of days indicated at each level shall be a maximum. Effort will be made to expedite the process.
2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Chief Administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.
7. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
8. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, and regulations, and policies which relate to or affect the employee in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones.
9. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced to limits mutually satisfactory so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.
10. In the event that a grievance deals with matters which extend beyond the authority of a building principal, the grievance shall be submitted to the Superintendent.

11. No grievance will be entertained as described below unless such grievance is forwarded at the first available stage within 45 school days after the teacher knew, or should have known of the act, or condition on which the grievance is based.

C. PROCEDURES:

1. Informal Stage - Oral notification and presentation of the grievance shall be made to the immediate supervisor by the aggrieved employee, whose immediate supervisor shall discuss the grievance with said employee orally and informally.
If the grievance is not resolved in this manner within two (2) days, and the aggrieved employee desires to pursue the matter further, said employee shall have the responsibility of presenting the grievance in writing to the immediate supervisor within five (5) days after the supervisor's oral determination. Such written presentation to be made on a form approved by both the Board and the Association. Thereafter, a written determination by the immediate supervisor shall be rendered to the employee within three (3) days after the written grievance has been presented. Such written determination shall be made on a form approved by both the Board and the Association.
2. Formal Stage
 - (a) Within five school days after a determination has been made at the preceding stage, the aggrieved employee may make a written request to the Superintendent or his/her designee for review and determination. If the Superintendent designates a person to act in his/her behalf, he/she shall also delegate full authority to render a determination in his/her behalf.
 - (b) If either party so requests, the Superintendent or his/her designee shall notify all parties concerned in the case of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) school days of the receipt of the written request for review and determination.
 - (c) The Superintendent or his/her designee shall render his/her determination within ten (10) school days after the request for review and determination.
 - (d) If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the board stage.
3. Board Stage - The aggrieved employee may, within five (5) school days of the final determination by the Superintendent make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the Clerk of the Board of Education. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a final decision within fifteen (15) days after the request for review and determination has been submitted.
4. Arbitration
 - (a) If the aggrieved person is not satisfied with the disposition of his/her grievance at the previous level, he/she may, within five (5) school days, notify the Board of Education of his/her intent to submit the grievance to arbitration.
 - (b) Within five (5) school days after such written notice of submission to arbitration, the Griever shall request a list of arbitrators from the Syracuse office of the American Arbitration Association. The parties shall then follow the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
 - (c) The arbitrator so selected will confer with representatives of the Board and the Teachers' Association Committee and hold hearings promptly in the City of Plattsburgh and will issue a decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived,

then from the date of final statements and proof are submitted. The decision of the arbitrator will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. Further, he/she does not have authority to add to, subtract from, to delete, or in any way amend or modify any of the terms and provisions of this Agreement. The decision of the arbitrator will be final and binding on the parties.

- (d) The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School District and the Association.

ARTICLE IV

SCHOOL HOURS FOR TEACHERS

- A. For the purpose of preparing for opening sessions, working with children who need extra assistance, planning activities, meeting with parents, assisting and counseling students, teachers will be responsible to follow the school hours listed below:

Elementary School	-	8:15 a.m. to 3:00 p.m.
Middle School	-	8:00 a.m. to 3:30 p.m.
Senior High School	-	7:50 a.m. to 3:20 p.m.

On Fridays and days preceding vacation, school hours will be adjusted so that teachers may be relieved of the above after school responsibilities. This adjustment may be modified if jointly agreed upon by the Union and the District.

- B. If double sessions or split sessions are necessary, school hours may be modified so that a teacher's responsibility may begin earlier in a day or end later in a day while maintaining the same number of consecutive school hours prescribed in the preceding table.
- C. The elementary student day will begin at 8:35 a.m. with dismissal at 2:30 p.m. (excepting Oak Street is adjusted to begin at 8:25 a.m. and end at 2:20 p.m.). Elementary school buildings will be available to students at 8:35 a.m. (Oak Street available to students at 8:25 a.m.)
- D. Elementary Building Principals will attempt to limit the number of "pull-outs" of students from regular classes whenever possible.
- E. The student lunch periods in the elementary will be:
- | | |
|--------------|--------------------|
| Primary | 45 minute duration |
| Intermediate | 40 minute duration |
- F. Teachers that agree to voluntarily alter the agreed upon beginning time of the school day to provide for a flexible schedule shall enter into an agreement to do so provided the following conditions are met:
1. This planning must be consistent with Article XXII D, E
 2. The length of the day shall remain the same as listed in Article IV-E, elementary at 6.75 consecutive hours and secondary at 7.5 consecutive hours.
 3. All teaching conditions shall be consistent with the provisions of the contract
 4. The length of the period of agreement shall be no more than one school year, renewable voluntarily by the teacher before the start of the next school year.
 5. The length of the flexible adjustment shall be determined prior to the start of the agreement.
 6. The agreement shall be entered into by the teacher, the Association and the District.
- G. Starting in the 2004-2005 school year, all bargaining unit members shall be available for two (2) hours outside of the normal school hours per year for State and Federal mandated training. Said training will occur immediately after the end of the normal school day; must be in no less than one hour segments; and there must be at least a fourteen (14) day notice provided.

ARTICLE V CLASS LOAD

- A. The parties agree that it is desirable to maintain class sizes that are conducive to good learning experiences. Reasonable effort shall be made to maintain class size at the following levels:

Elementary Grades	Optimum	Maximum
Kindergarten, 1st & 2nd grades	22	24
Grades 3-5	27	30

The number of children in an instructional period for art, physical education and music will conform to the limits specified in this agreement. The above numbers shall not be applicable to band, orchestra, chorus and drama.

Secondary, Middle & Senior High (Grades 6-12)	Optimum	Maximum
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Academic Subjects

Average & above average		
Students	24-27	30
Below average	18-22	24
Industrial Arts	15-20	22
Home Economics	15-20	22
Art (general)	24-27	30
Art (crafts)	15-20	22
Physical Education	24-28	38
Study Hall		
Middle School	25-30	35
High School	35	75

- B. Reasonable effort will be made to balance class size within the respective categories, and reasonable effort will be made to keep below average classes in the optimum range.
- C. Reasonable effort shall be made to assure that no academic teacher shall be assigned to teach more than 138 students per day.
- D. If, after the beginning of a school year, emergencies arise which would alter class size, in a manner not conforming with this agreement, and if such emergency cannot be remedied immediately with reasonable effort in regard to the availability of physical, financial, and personal resources, then the parties agree that such conditions may exist subject to continued effort to correct that condition. Both parties agree that appropriate steps will be taken to correct the situation in conformity with this agreement by the opening day of the following school year.
- E. The normal weekly teaching load in the Middle and Senior High Schools shall be twenty-five (25) teaching periods, five (5) supervisory periods and five (5) unassigned conference periods. Nothing shall prevent any teacher from accepting a greater teaching load. A teacher who accepts six (6) teaching periods per school day would not be required to assume that one supervisory period per day. Such acceptance shall be made in writing on a yearly basis. The normal six day cycle teaching load for Science and Language teachers shall be thirty (30) teaching periods including labs, plus six (6) study halls. In addition, teachers shall be granted one duty free lunch period each day which will be at least as long as the students' lunch period.

A secondary teaching assistant will be assigned seven periods, one of which may be for the preparation of instructional materials, one lunch period, and one duty free period. The duty free period may be divided into two 20 minute periods if mutually agreed upon.

- F. Departure from the said maximum size may occur if a class larger than the specified maximum is necessary to provide for specified or experimental education.
- G. All assignments, including supervisory periods, shall be distributed equitably among all teachers in a school.
- H. A secondary teacher shall not normally teach more than two (2) subject areas nor have more than three (3) teaching preparations within said areas at any one time.
- I. The recommended normal teaching load in the elementary schools for teachers of: art, physical education, and music shall be equivalent to that of other elementary school teachers and include comparable preparation and conference periods.
- J. Elementary teachers will be not be assigned to supervise students on playgrounds during the student lunch hour.
A teaching assistant's primary function is to support instruction, however if needed to assist their assigned students during lunch and recess such duty may be designated. Assistants that receive this assignment will have their working day, duty free lunch, and break times adjusted to ensure that those duty free times are provided.
- K. Elementary teachers will be given released time from their teaching duties in order to conduct parent conferences at the end of the first report period as necessary and at the discretion of the building principal, and subject to the Regulations of the Commissioner of Education.
- L. Elementary teachers will be provided with a full preparation period, during the student day, on a daily basis. In addition, each elementary teacher will have a thirty (30) minute duty free lunch period. Teaching assistants in the elementary schools will be given a 30 minute duty free lunch period and two 15 minute duty free break times, one in the morning and one in the afternoon.
- M. In order to provide the most effective library program for students, the district will provide support personnel to assist the librarians in the Stafford Middle School and Plattsburgh High School Libraries.
- N. Elementary students will be dismissed early on the last two (2) days of each school year in order to allow teachers to complete their normal professional responsibilities.

Specific scheduling arrangements for the aforementioned days shall comply with SED, Commissioner, and Legislative regulations and guidelines. In the event the scheduling of the two shortened days jeopardizes State Aid funding, this provision shall be deemed null and void.

The aforementioned two shortened days shall be in addition to the District scheduling for the final day of student attendance.

- O. The Middle and Senior High Schools are on a nine (9) period day.
- P. In lieu of a full supervisory period, teachers may volunteer for supervisory responsibilities in designated areas.

Examples of suggested areas for supervision are as follows:

Hall supervision

Bus loading and unloading
In school detention
Before and after school supervision

It will be the responsibility of the Building Administrator to seek volunteers for these duties. If the duties cannot be filled by volunteers, the building principal may then assign teachers in advance of the commencement of those duties.

Q. Remedial classes in the secondary will be assigned in accordance with this Article.

ARTICLE VI
SCHOOL CALENDAR

- A. The school calendar shall consist of 182 working days for teachers, inclusive of one preparation day following Labor Day and preceding the first day for student attendance.
- B. Should emergency days be required during the school year, such days will be made up during a subsequent period during the same school year, unless forgiveness for State Aid purposes is approved by the Commissioner of Education and/or the New York State Legislature.
- C. Calendars for subsequent years within the duration of this agreement, conforming to the State requirements for the school year and to the above provisions, will be developed with an advisory representative committee of the Association before submission to the Board of Education for final approval.

ARTICLE VII
TEACHER EMPLOYMENT

- A. All newly employed or reinstated teachers will be placed on the proper step of the salary schedule. Full credit may be given for previous outside teaching experience in a duly accredited school upon initial employment. Additional credit not to exceed four (4) years for military experience and not to exceed two (2) years for Peace Corps, Vista, or National Teaching Corps work may be given upon initial employment.
- B. Newly employed teachers shall insofar as practicable, be fully certified or be actively enrolled in a course of study leading toward certification. The employment of persons not so qualified shall be for periods not to exceed one year, and renewal of such appointment shall be contingent upon initiation and pursuit of an appropriate program toward certification.
- C. Regular substitutes appointed to a full year position are not entitled to any advantage to a probationary appointment. This is exclusive of consideration for determining Jarema credit.

ARTICLE VIII

TEACHER ASSIGNMENT

- A. Whenever a change is contemplated, teachers will be notified of their tentative programs for the coming school year, including the school to which they will be assigned, the grades and/or the subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than the last regular day of the school calendar.
- B. Teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major fields of study.
- C. Except as the result of an impending financial crisis, before the School District knowingly adopts a change in terms and conditions of employment not covered by this agreement but which affects terms and conditions of employment, the School District will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate with the School District provided that it files such a request with the School District within ten (10) school days after receipt of said notice.

When the School District proposes, as the result of an impending financial crisis, to adopt a change in terms and conditions of employment covered by this agreement, or, when as a result of such impending financial crisis, the School District proposes a reduction of professional staff, notification will be given to the Association, concerning the impending financial crisis. Upon written request from the Association the School District will organize a committee of its members and the Superintendent to meet and review the contemplated changes with a committee of the Association. In the event the Association agrees with the School District as to the existence of an impending financial crisis, the committee as aforementioned will hold other necessary meetings to determine and develop recommendations for the Board. The School Board will give due consideration to such recommendations, or in the event the committee does not issue recommendations, then to such recommendation as the Association shall submit, provided, however, that all such recommendations shall be advisory in nature rather than binding on the Board and provided, further, that the committee of the Board shall meet with the Association to discuss the Board's reaction to such recommendations prior to being formally adopted by the Board.

Teachers affected by such curtailment will be individually notified and final decision regarding the reduction of staff or curtailment of services for the following school year shall be in accordance with Education Law.

ARTICLE IX
NEWLY EMPLOYED PERSONNEL

VOLUNTARY TRANSFERS

REASSIGNMENTS

- A. Notice of assignments for all newly employed personnel and their specific positions shall be given as soon after appointment as practicable. Assignments shall be within the type of service for which the teacher has been appointed by the Board.
- B. (1) Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may inquire at any time to ascertain the possibility of such a vacancy in the following year and may file a written statement of such desire with the Superintendent not later than February 1. Such statement shall include the grade and/or subject to which the teacher desires to be transferred in order of preference. Whenever the Superintendent knows of a vacancy, he/she will notify the teacher who has filed an application for such position as promptly as possible.

(2) As soon as practicable, each applicant shall be notified that such position was filled.
- C. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system. All voluntary transfers and reassignments will be made based upon teachers' qualifications, but consideration will be given also to the seniority rights of the teachers involved as well as certification status and experience in the field involving the transfer.
- D. A tenure teacher transferring within the system will be in accordance with Education Law.

ARTICLE X
INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable by the Superintendent.
- B. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Building Principal in charge, at which time the teacher will be notified of the reasons therefore, which shall be based on sound educational policy. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, he/she may meet with the Superintendent. If still unsatisfied, he/she may request the Association to arrange a meeting between the Association's representative and the Superintendent to discuss the matter.
- C. Teachers being involuntarily transferred shall be notified of the positions available in their tenure areas. Such teachers may request the positions, in order of preference, to which they desire to be transferred. Their preference will be one of the factors considered in making the transfer.
- D. All involuntary transfers and assignments will be made with a view toward the best interests of the educational program of the District. Consideration will be given to professional qualifications, teacher's certification status, experience in the field involved in the transfer and seniority in the system.

ARTICLE XI

VACANCIES AND PROMOTIONS

- A.
1. All vacancies in promotional positions, as defined in paragraph B of this Article shall be posted in every school, clearly setting forth a description of and the qualifications for the position, including the duties and salary.
 2. When school is in session, such notice shall be posted as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than ten (10) school days before such date.
 3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his/her designated administrator within the time limit specified in the notice.
 4. Teachers who desire to apply for a promotional position which may be filled during the summer vacation shall submit their names to the Superintendent, together with the position or positions they desire to apply for, and an address where they can be reached during the summer vacation period. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply and such notification shall set forth a description of and the qualifications for the position, including the duties and the salary. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted. In addition, the Superintendent shall, within the same time periods, post a list of promotional positions to be filled during the summer vacation period on a bulletin board at the Administrative Office and shall send such list of positions to the Association.
- B. Promotional positions are defined as follows:
Any position represented by the Association as herein provided in Article I which carries a salary differential to the teachers' salary schedule, Directors, Coordinators and Supervisors below the level of Building Principal; and also shall include the position of Director of Educational Communications.
- C. Each applicant for such a position who is not selected, if he/she so requests, will receive an oral or written explanation from the Superintendent as to why he/she did not receive the promotion, whichever the applicant requests.
- D. The District agrees to continue the postings of Administrator vacancies but such postings are not subject to paragraph A, and C of this Article XI.

ARTICLE XII

TEACHER EVALUATION

A. The following policy shall govern all teacher observation and evaluation:

1. All monitoring or observation of the work performance of a teacher will be conducted openly, with the full knowledge of the teacher.
2. Supervision and evaluation of a teacher's teaching performance will be conducted by the Superintendent or administrative designee and by the administrator(s) directly responsible for said teacher.
3. A written report shall be prepared following any teacher observation. This report shall be discussed with the teacher at a teacher-administrator conference called specifically for such purpose. Except for tenured teachers who may agree to a modification of the one day advance availability, teachers will be given a copy of any observation report prepared by their administrator at least one (1) day before the conference to discuss it. No such report shall be submitted to central administration, placed in a teacher's file or otherwise acted upon without prior conference with the teacher.
4. Evaluation of all non-tenure teachers shall be conducted over the probationary period with the purpose of the said evaluation to be for providing assistance in helping the teacher strengthen his/her teaching effectiveness and to rate the teacher for tenure purposes. At least two (2) evaluation or observation reports shall be written by responsible administrator per year or in the event of his/her illness, by the Superintendent or his/her designee. Copies of said report will be provided for the teacher and after aforementioned conference, shall be entered in the district personnel file of said teacher. The teacher and the administrator shall each sign the report to acknowledge receipt of a copy and that a conference has been held.
5. Tenure recommendations shall take into consideration teacher observation reports from the personnel file as well as professional preparation and certification. The recommendation to grant tenure is recognized as the sole responsibility and prerogative of the Superintendent.
6. A probationary teacher will be informed of the Superintendent's recommendation as to whether he/she shall be granted tenure at least ninety (90) days prior to the expiration of his/her probationary period, and shall be informed of the final action of the School District on the granting or denial of tenure at least sixty (60) days prior to the expiration of his/her probationary period. If a probationary teacher has not resigned or been notified in writing that the School District had denied him/her tenure within sixty (60) days prior to the expiration of his/her probationary period, he/she shall be granted tenure.
7. Teachers will have the right, upon request, to review the contents of their personnel files and to make copies of any documents in it. A teacher will be entitled to have a representative of the Association accompany him/her during such review.
8. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
9. For the purposes of evaluation under this article, the term "designee" is defined as a non-bargaining

unit person who has been employed by the district as an administrator and whose job duties include evaluation of bargaining unit members.

- B. The District-wide Committee on evaluation forms will continue as established. The committee will meet to discuss the incorporation of alternative forms of evaluation of tenured teachers. The committee will devise a matrix to evaluate teaching assistants and other alternative methods for tenured teaching assistants that are consistent with Section A of this article.

Committee Make-up

The committee will be comprised of the following:

- Superintendent or his/her designee;
- President of the Association or his/her designee;
- Two (2) representatives appointed by the Board;
- Four (4) representatives appointed by the Association;
- Two (2) representatives appointed by the Administrative Council.

Membership in the committee shall remain static unless situation(s) arise that necessitate a change. At that time an alternate selected by the absenting member will replace him/her until such time as he/she can continue. The use of an alternate will not preclude the committee from continuing the process

Procedures

1. The committee will hold an annual organizational meeting no later than October 15. One function of the organizational meeting will be to establish future meeting dates.
2. The committee will prepare and distribute a written progress report to both the Board and the Association shortly after each committee meeting.
3. When consensus is reached, the committee will develop a written final recommendation.
4. The parties will act initially on the written recommendation within thirty (30) calendar days of receipt.

ARTICLE XIII
POSITIONS IN SUMMER AND EVENING SCHOOL

- A. All openings for summer school positions and evening school positions shall be adequately publicized in each building as early as possible and teachers who have applied for such position shall be notified of action taken regarding their applications as early as possible. Under normal circumstances, summer school openings will be publicized not later than the preceding May 1 and teachers will be notified of the action taken not later than June 1, subject to summer school registration.
- B. Such positions in the Plattsburgh summer school and evening school will, to the extent possible, be filled first by regularly appointed teachers in the Plattsburgh school system. Previous experience in such schools, as well as objectives of the program will be important factors in making selections therefor.

ARTICLE XIV

ASSOCIATION RIGHTS

- A. Subject to requirement of the law, the Association shall be allowed the use of all district plant facilities for Association meetings without cost to the Association, provided that such use does not conflict with the normal functions of such facilities. Request for use of school buildings for full membership meetings will be channeled through the office of the Principal responsible for said building.
- B. The Association shall be allowed the use of the same facilities for in-service educational programs sponsored by the Association. All out-of-pocket costs will be paid by the Association.
- C. The Association will be granted, upon request, a total of six (6) teacher days per year for its representatives to conduct association business not otherwise provided for in the agreement. The Association shall pay the cost of hiring the substitute teacher to replace the teacher on such leave. Not more than two (2) such days' leave shall be granted on any one school day.
- D. The District agrees to deduct from salaries of teachers, in 20 installments, an amount of money that said teachers individually and voluntarily authorize the school district to deduct and to transmit such monies promptly to NYSUT-VOTE/COPE. The teachers' authorization will be in writing by a uniform card furnished by the Association.

As required by law, the district, upon forwarding monies to VOTE/COPE, will provide:

- 1. Names of contributors
- 2. Amount of each listed contributor's contribution
- 3. Contributor's Social Security number.

ARTICLE XV
JUST CAUSE

- A. No tenure teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- B. With respect to non-tenure teachers, the District will follow the provisions of the Fair Dismissal Law.
- C. No teacher in his/her third year of employment in the district (last year of probation) shall be disciplined or discharged without just cause.

ARTICLE XVI
PERSONAL LEAVE

- A. For sufficient cause other than illness and injury, an employee shall be allowed limited personal leave time of up to three (3) days per year, with pay, non-cumulative for the purpose of urgent personal business, on request to the Superintendent. Additional days may be requested, and the Superintendent may approve such days for good cause. Such personal leave shall not be used immediately before or after breaks except in the case of emergency, in which case proof of emergency shall be required. At the end of each school year, any unused personal days shall be multiplied by .5, and credited to that employee's accrued sick leave. (Approved form Appendix 5)
- B. Personal leave shall be provided for a teacher who has been subpoenaed in a legal matter in which he/she is not personally involved. Such leave shall not be deducted from the above mentioned 3 days per year.

ARTICLE XVII

SICK - FAMILY - BEREAVEMENT LEAVE

Definition: For the purpose paragraphs A-H of this article, sick leave shall mean leave due to a personal illness, medical appointments and/or other personal medical needs that cause a unit member to be absent from regular duties.

- A. Full time teachers shall be granted sick leave with pay according to the following schedule:
1. Non-tenured teachers
 - 10 month employees - 10 working days per year
 - 11 month employees - 11 working days per year
 - 12 month employees - 12 working days per year
 2. Tenured teachers
 - 10 month employees- 15 working days per year
 - 11 month employees- 17 working days per year
 - 12 month employees- 19 working days per year
- B. Each teacher may accumulate a maximum of 200 working days of sick leave.
- C. Sick leave for newly appointed teachers will be credited at the rate of five and one-half (5 1/2) sick leave days on the first day of regular attendance. Thereafter, sick leave shall be granted at the rate of one-half (1/2) day per month on the first calendar day of each month, up to a maximum of ten (10) days in the first year. Sick leave for other than newly appointed teachers will be credited on September 1st of each year according to the schedule given in A above. Written notice of accumulated sick leave, including the amount to be credited for the current school year, will be provided for each teacher on or before November 1st of each school year.
- D. To safeguard the health of children, the Board may require a medical examination of an employee in accordance with the law in order to determine the physical or mental capacity of such person to perform his/her duties. The expense of such examination shall be borne by the Board.
- E. All teachers paid by the hour during the summer session will not be covered by the terms of this Article while teaching during the summer session.
- F.
1. As with any disability, disability caused or contributed to by pregnancy, miscarriage, abortion or childbirth, and recovery there from, is for all job related purposes, a disability and is to be treated as such under the sick leave provisions of this agreement.
 2. The use of sick leave provisions will be granted for the period of time a temporary disability exists. The District may require a certificate from the attending physician, attesting to the period of disability, which shall be submitted to the Superintendent by the teacher.
- A temporarily disabled teacher who exhausts his/her accrued sick leave prior to returning to work, shall automatically go on leave of absence without pay, for the duration of the disability as provided under Article XIX-E.
- G. After a parent has received de facto custody of an adopted child between birth and the minimum age set forth in Section 3202.1 of Education Law for attendance in a public school, the parent shall be eligible to use available sick leave days up to a maximum of six (6) weeks.

1. In the case of "hard-to-place or handicapped child" as defined in Section 451 of the Social Services Law, the maximum age will be 18.

H. For the purposes of this section, "leave" shall mean sick leave.

The District may monitor the teacher's leave records from time to time to determine that patterns of potential improper use of leave do not develop. The following procedure will be used by the District for all teachers in the Bargaining Unit.

1st Review - Should a teacher use ten (10) days of leave in a school year, the District may review the leave record for patterns of leave use, such as leave being used with weekends, Holidays, Vacations or in conjunction with other leaves. If the District finds a pattern is present or leave usage is at an unreasonable level or past circumstances is a factor, then the teacher will be counseled and an explanation may be requested.

2nd Review - Should a teacher use fifteen (15) or more days of unscheduled leave in a school year, said teacher will be requested to provide verification for the usage to the District unless the teacher is hospitalized or under the care and orders of a Doctor not to report for work. Any leave used beyond fifteen (15) days in a school year which is not satisfactorily or medically verified may result in disciplinary action against the teacher.

I. Sick Leave Bank

The sole purpose of the Sick Leave Bank is to provide additional sick leave to bargaining unit members who have exhausted their own sick leave and have suffered a prolonged illness. The Sick Leave Bank will be administered according to the guidelines below. See Appendix 6 and Appendix 7 for application form and physician's statement form.

1. Before a member can draw from the Sick Leave Bank he/she must wait thirty (30) working days or until all of his/her sick leave has been exhausted, whichever is longer.
2. Benefits can be granted only for personal illness.
3. Benefits received from the bank will not have to be repaid.
4. The maximum numbers of days an individual can draw from the bank is 200 lifetime.
5. All applicants for benefits will be reviewed by the Sick Leave Bank Committee. This Committee will determine the benefits, if any, to be granted. The Committee will consist of the Association President or designee, the Superintendent or designee, and one bargaining unit member designated by the Association President and one individual designated by the Superintendent.
6. Regular substitutes appointed to a full year position are not entitled to access the Sick Leave Bank.

J. Family Sick Leave

Members may use up to forty (40) accumulated sick days in any school year to care for an immediate family member (family member includes parents, spouse and children related by blood or marriage, family shall also include domestic partner, a civil union partner or other such long-term commitment as documented in Appendix 8) who is sick. Members may not use any additional accrued sick leave for such purpose during a single school year.

K. Bereavement Leave

Members may use up to five days of paid bereavement leave in connection with the death or memorial service of an immediate family member (defined in J), also to include grandparents, in-laws (mother, father, sister and brother) and siblings.

ARTICLE XVIII
TEMPORARY LEAVES OF ABSENCE

- A. Upon the written approval of the Superintendent, teachers may be entitled to leave for the purpose of visiting other schools or attending meetings or conferences on an educational nature.
- B. Teachers will be entitled to the following absences with pay each school year in addition to the other leave specified.
 - 1. Time necessary for three (3) Association representatives to attend the New York State United Teachers' Representative Assembly.
 - 2. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system, or for the performance of jury duty. The pay for jury duty will be deducted from such payment.

ARTICLE XIX

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps, VISTA, or National Teacher Corps and up to one (1) year for service as an exchange teacher, and as a full time participant in such programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- B. Any teacher required to serve his/her country in the armed forces will, upon return from such service, be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years.

This statement does not apply to teachers who (as of 9/20/77) volunteer after initial employment and those employed after September 1, 1977.

Military leave shall be granted as required by law.

- C. Following the birth of a child or taking custody of a child through adoption and upon application to the Superintendent, teachers will be granted an unpaid leave of absence for the purpose of child rearing for up to a maximum of one (1) calendar year. Extensions may be granted upon approval by the District.
- D. A leave of absence without pay or increment of up to one (1) year may be granted for personal reasons. Additional leave may be granted at the discretion of the Board.
- E. Any teacher whose personal illness extends beyond the period of accumulated sick leave will be granted leave of absence for a period of one (1) year without pay with any further extension of time at the discretion of the District.
- F. All benefits to which a tenure teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time such leave commenced, if available, or if not, to a position in the same tenure area. A teacher who returns from such leave will be placed on at least the same level of salary schedule he/she was on when the leave commenced, except that a teacher having served at least five (5) months in the school year in which leave commenced shall be placed on the next higher level of salary schedule.
- G. All requests for leaves or extensions or renewals of leaves will be applied for in writing to the Superintendent. Approval or denial will be made in writing.
- H. A teacher on a leave of absence for a school year or more shall notify the Superintendent as to his/her intention to return to service at least three (3) months prior to the expiration date of such leave.
- I. Teachers who qualify will be entitled leave under the "Family and Medical Leave Act of 1993"
 - a. District will initiate paperwork after the tenth (10th) consecutive day of absence.
 - b. FMLA will run concurrent with all current benefits.
- J. During any unpaid leave pay, accrual of seniority for time worked, accrual of additional leave credits and sick leave credits, and the other benefits of active teaching shall be suspended. In addition, unpaid leave during the probationary period shall be an interruption of the probationary period and shall not be credited as service in computing the time of probationary service.

ARTICLE XX

SABBATICAL LEAVE

- A. Sabbatical leave(s) may be made available to increase, through professional development, the value of teachers to the school.
- B. Permanently certified teachers who have completed seven (7) years of full-time professional service to the School District may be granted sabbatical leave. No more than one sabbatical leave is to be granted per year for each 75 full-time professional employees.
- C. Sabbatical leave may be granted for one year at half pay, or for one-half year at full pay. Periods of sabbatical leave are considered as increment-earning service.
- D. Guidelines for sabbatical leave applications will be available from the Professional Improvement Committee and/or the Superintendent.
- E. Applications for sabbatical leave are to be submitted to the Professional Improvement Committee by February 1. Each application is to affirm the applicant's intention to continue as a member of the professional staff. Each application will be reviewed by the Professional Improvement Committee and the application along with the committee's recommendation will be given to the Superintendent.
- F. The Superintendent is to recommend action to be taken by the Board of Education on each application for sabbatical leave. The Board may grant or take other action on each said application, after considering the recommendation of the Superintendent.
- G. The Board may require from each applicant for sabbatical leave, a contractual obligation undertaking return of sabbatical salary in the event that the recipient does not return and complete at least one (1) year of further service in the School District. If a teacher voluntarily terminates services with the District before completing said full year, repayment will be prorated on a monthly basis.
- H. Upon return, the applicant will submit to the Superintendent a written report of accomplishments during the leave.
- I. Application guidelines for Sabbatical Leave shall be:
 - 1. Developed by joint committee of the Administration and the Professional Improvement Committee;
 - 2. That those guidelines will be submitted to the Superintendent for review. If modifications are needed, the guidelines will be returned to the aforementioned joint committee for further action. If acceptable, the guidelines will be recommended to the Board;
 - 3. The Board shall review the guidelines, and if acceptable, will be acted upon by the Board.

ARTICLE XXI

SUBSTITUTE TEACHERS

- A. Wherever possible, the school district shall appoint certified teachers to fill vacancies.
- B. The administration shall have the responsibility for obtaining substitute teachers and shall endeavor to obtain necessary substitute teachers.
- C. Teachers shall be informed of a telephone number to report their unavailability for work and they shall report such unavailability as soon as practicable, and ordinarily before 7:00 a.m. of the day they will be absent. Teachers who are absent for short periods of time (10 school days or less), shall be responsible for providing seating charts or attendance listings, and a lesson plan, for their substitute on which to base the day's work.
- D. Whenever a teacher is absent for an extended period of time, the administration may find it necessary and/or desirable to involve other teachers within that department in the overall planning and coordination of the lessons which the substitute teacher would present. Teachers who are asked and agree to help plan in this manner shall be compensated at the normal hourly rate of pay. (see Article XXVIII.D)
- E. Whenever it is not possible to obtain necessary substitute teachers, the building administrator may ask teachers to fulfill substitute duties during their conference and/or lunch period. Teachers voluntarily agreeing to perform such additional duties shall be compensated at the normal hourly rate of pay. At the secondary level, one period shall be equivalent to one hour. Such arrangement would not, under normal circumstances, be invoked more than ten (10) times per year per teacher. Extenuating circumstances that necessitate a teacher being asked to substitute more than ten (10) times shall be discussed with the President of the Association, or his/her designee, and, by mutual consent, be extended when deemed proper.

Where a teaching assistant has rendered substitute teacher services during a regularly scheduled assigned period their additional pay shall be the difference between the hourly compensation rates in Article XXVIII. *Substitution may not be assigned or requested during a scheduled duty free period.*

ARTICLE XXII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The School District shall pay the reasonable expenses (including fees, meals, lodging, transportation and/or registration fees) incurred by teachers who have been selected with the approval of the Superintendent to represent the School District in attending workshops, seminars, conferences and other professional improvement sessions.

Regular substitutes appointed to a full year position are not entitled to professional development reimbursement fees or registration fees.

- B. In addition, any teacher may, with the advance approval of the Superintendent, attend such sessions at his/her own expense.
- C. In-service workshops shall be planned cooperatively with representatives of the Professional Improvement Committee of the Association.
- D. Recognizing the desirability of and need for collaborative efforts to improve the quality of education, and recognizing that teachers should participate in the setting of goals and the making of decisions that affect the instructional process in their building, the parties agree to establish a School Improvement Planning Committee at each building level. Each of these committees will be composed of at least three (3) teachers, appointed by the Association, and a building Administrator. Additional teacher members and/or administrative members will be added when appropriate.

Initial and/or organizational meetings of the School Improvement Planning Committees will be held by October 15th. The committees shall meet monthly unless there is mutual agreement by the building administrator and by majority vote of the teacher members of the committee not to meet. All meetings shall be held at a time of the day mutually agreed upon. Notes are to be taken at each committee meeting. The Superintendent and the Association President will be ex officio members of the committee, and as such will receive copies of the notes.

Each committee will participate in, but not be limited to, discussions and, if necessary prepare appropriate mutually agreed upon recommendations to:

1. Promote maximum understanding of the functional, professional and personnel problems of teachers and administrators.
2. Provide teacher advice in planning anticipated change in educational policy, programs and curriculum.

School Improvement Planning Committees have no authority to add to, detract from, or change the terms and/or conditions of the existing Agreement between the parties.

- E. District-Wide Educational Policy Council

The council shall act as a forum to identify problems and facilitate investigation of alternatives to problem resolutions. This section will be in harmony with Commissioner's Regulations on site-based management and shared decision making (8 NYCRR 100.11)

1. Council Make-up

The committee will be comprised of the following:

Superintendent or his/her designee

President of the Association or his/her designee

Two (2) representatives appointed by the Board
Six (6) representatives appointed by the Association
Four (4) representatives appointed by the Administrative Council
Other as required by 8 NYCRR 100.11

Membership in the council shall remain static unless situation(s) arise that necessitate a change. At that time an alternate selected by the absenting member will replace him/her until such time as he/she can continue. The use of an alternate will not preclude the council from continuing the process.

Additional members of the bargaining unit and/or administrative members may be used as consultants when appropriate. When deemed appropriate by the council, a single issue task force may be established for the purpose of examining the issue and reporting its findings to the council.

2. Purpose

The purpose of the council shall include, but not be limited to:

- A. review School Improvement Planning Committee Policy recommendations which have district-wide potential;
- B. review of current educational policies;
- C. recommendation of needed changes in such policies;
- D. permit input by the professional staff on matters of an educational nature;
- E. discuss educational changes in the district prior to their implementation; and
- F. provide an avenue for the dialogue between the teachers' association, the administration and the board of education.

3. Procedures

- A. The Council will hold an organizational meeting no later than October 15, 1990. One function of the organizational meeting will be to establish future meeting dates.
- B. The Council will prepare and distribute a written progress report to both the Board and the Association shortly after each Council meeting.
- C. When consensus is reached, the council will develop a written recommendation(s).
- D. The parties will act initially on the written recommendation within thirty (30) calendar days of receipt.

4. The District-Wide Educational Policy Council has no authority to add to, detract from, or change the terms and/or conditions of the existing Agreement between the parties; nor will it have any authority to add to, detract from, or impair in any way the legal responsibilities of the Board of Education or the Association.

- F. Any educational restructuring recommended by a School Improvement Planning Committee or the District Wide Educational Council which has an impact on the terms and conditions of this agreement may be implemented only after a memorandum of agreement has been negotiated and ratified by the Representative Assembly and the Board of Education.
- G. As a result of the continuing collaborative efforts to improve the quality of education, on occasion meetings extend beyond the normal school day for teachers. Recognizing that participants at such meetings may have unavoidable commitments which may prohibit their attendance beyond the school day; it is understood that when it is known in advance that the closure of a meeting will be protracted, the party in charge will make it known to all attendees. Likewise, when a participant is unable to attend beyond the normal school day, it will be the responsibility of that participant to alert the party in charge of the meeting as to the reason(s)
- H. An annual letter of understanding shall be developed regarding 8 NYCRR 100.11 as it pertains to sections D & E of this Article.

- I. The District and the Association recognize the value that professional participation on building and district wide committees provide for both the individual professional and the positive work of the committee(s). Participation in the work of these committees requires a major commitment of time on the part of the bargaining unit professional. Provided that the Superintendent has determined that committee membership on such committees qualifies for in-service credit because of the nature of service required to fulfill the charge to the committee, and the in-service hours requested have been accrued outside the teachers' workday, each committee participant shall be granted in-service credit as provided for under Board of Education policy #9280-R.

ARTICLE XXIII
STUDENT BEHAVIOR

- A. The Board holds all school personnel, through the Superintendent, responsible for the proper conduct and control of students while under the legal supervision of the school, and supports all personnel acting within the framework of the district policy. Full support and mutual cooperation shall be expected of all school personnel and the administration.
- B. Copies of said district policy will be provided to all teachers.

ARTICLE XXIV
TEACHER PROTECTION

- A. Teachers will immediately report assault and harassment suffered by them in connection with their employment to their principal or immediate supervisor, in writing.
- B. This report will be forwarded to the Assistant Superintendent for Business who will comply with any reasonable request from the teacher for information in his/her possession relating to the incident or the person involved.
- C. The School District agrees to hold teachers harmless from any financial loss arising out of any claim, demand, suit or judgment by reason of any act or omission to act by such teacher within or without the school building, provided such teacher, at the time of the act or omission complained of was acting in the discharge of his/her duty within the scope of his/her employment or under the direction of the School District. The School District shall provide an attorney or attorneys for such teacher and pay such attorney's fees and expenses necessarily incurred as above provided.
- D. This shall include financial loss resulting to a teacher from taking students on trips authorized by the administration or the School District, provided the teacher was acting in the discharge of his/her duties within the scope of his/her employment.
- E. Teachers shall notify the Assistant Superintendent for Business of any accident or claim against them which might be covered by this section within ten (10) days after the accident occurs or the teacher knows of the claim. In addition, a teacher shall not be entitled to the protection of this Article unless within ten (10) days of the time he/she/she/she is served with any summons, complaint, process, notice, demand, or pleading, he/she shall deliver the original or a copy thereof to the Assistant Superintendent of Business Affairs.

ARTICLE XXV
PERSONAL INJURY BENEFITS

- A. Whenever a teacher is absent from his/her employment or unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment and he/she received Workmen's Compensation payments for such absence, he/she will be paid his/her full salary for up to one school year during his/her absence from employment (less the amount of any Workmen's Compensation awarded made for temporary disability due to said injury) and no part of such absence shall be charged to this annual accumulated sick leave.
- B. The School District shall reimburse teachers for reasonable costs of replacing and repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Workmen's Compensation which are damaged, destroyed or lost as a result of an injury sustained in the course of the teacher's employment.
- C. The School District will reimburse teachers for reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his/her duties within the scope of his/her employment.

ARTICLE XXVI
TEXTBOOKS AND INSTRUCTIONAL MATERIALS

- A. The School District agrees that it will provide sufficient textbooks and instructional materials to insure that each pupil has available such materials for his/her use.

ARTICLE XXVII
SUPPLIES

- A. An adequate portion of funds allotted to each school for supplies during the school year shall be set aside in a rotating petty cash fund to be used to purchase materials and supplies which are not immediately available from central supply or which cannot, by their unique nature, be stocked. Teachers purchasing materials and supplies with the approval of their principal shall be reimbursed from this fund upon submission of an appropriate receipt of purchase.
- B. Teacher(s) will be provided with adequate space within the building(s) to conduct classes, meet with students for counseling or testing purposes and to fulfill required professional duties.
- C. No teacher will be required to perform at a work station that is not in conformity with appropriate health and safety standards.
- D. It is expressly understood by the parties that the aforementioned Sections B and C are not subject to the Arbitration procedure under the Grievance Article of this Agreement.

ARTICLE XXVIII SALARY SCHEDULES

- A. 1. Effective July 1, 2009, the 2009-2010 salary schedule shall remain the same as the 2008-2009 schedule (Appendix 1)
All other compensations shall remain the same as in the 2008-09 school year, except as noted in Article XXX C-3.
2. Effective July 1, 2010, the 2010-2011 salary schedule shall be as in Appendix 2.
All other compensations shall be raised by 4.3%.
3. Effective July 1, 2011, the 2011-2012 salary schedule shall be generated by increasing each cell on the schedule by the percentage calculated by the Appendix 3 worksheet with a minimum increase of 2% and a maximum of 4%.
All other compensations shall be raised by the same percentage calculated on the Appendix 3 worksheet with a minimum increase of 2% and a maximum of 4%.
- Teaching Assistants' schedules will reflect 60% of the Teachers' schedules for Steps 1-24 BS scale.
 - Non-baccalaureate RN's salary shall be the BS column, steps 1-12. They will be eligible for horizontal movement (as per paragraph B) only when and after receiving a Baccalaureate degree.
 - The salary for the position of Dean of Students shall reflect a 1.10 index of the teacher salary schedule.
 - All Baccalaureate Registered Nurses, hired after April 1, 2008, shall only have steps 1-12 available to them but may move horizontally on the teacher salary schedule.
- B. All approved credits in excess of degree requirements are to be counted toward placement of an individual on the appropriate salary step, without regard to sequence of course completion and degree awarded. Decision as to provability of credits in consideration of relationship to professional service, remains the responsibility of the Superintendent.
- All credits leading towards completion of a Master's degree will be payable on the salary schedule as follows: two (2) columns (BS+9 and BS+24) will be generated from the salary schedule for this purpose. The base shall be prorated on the appropriate BS+15 and BS+30 step and column. The two columns (BS+9 and BS+24) are available for active bargaining unit members for a five (5) year window leading to completion of the Master's degree. If the Master's degree is NOT attained by the end of year five (5), the District will determine whether or not to return the bargaining unit member to column B+15 unless the member has more than 30 credits leading to the Master's degree. (ex. member on column BS+24 that has not attained Masters and has less than 30 credits may be returned to column BS+15)
- C. Beginning July 1, 1977, all newly employed school psychologists and guidance counselors will be placed on the teachers' salary schedule with no indexing.
Any school psychologist or guidance counselor employed prior to July 1, 1977, shall continue to receive an index of 1.20 and 1.10 respectively, for the duration of their tenure with the school district.
- D. Hourly rates for summer, evening school, home teaching, grants, Jazz Ensemble when credit for participation is granted, etc.

HOURLY RATES FOR:

YEAR	TEACHERS	TAs
2009-10	\$43.08	\$25.85
2010-11	\$44.94	\$26.96
2011-12*	\$45.84	\$27.50 * 2% min
2011-12**	\$46.73	\$28.04 **4% max

- E. The salary for the Director of High School Equivalency/Adult Education will be "A" for each of the first four (4) approved units approved by the State Education Department. Any additional units approved will be "B" per unit.

YEAR	"A"	"B"	
2009-10	\$1,221	\$610	
2010-11	\$1,274	\$637	
2011-12*	\$1,299	\$649	* 2% min
2011-12**	\$1,324	\$662	**4% max

- F. The following positions will be indexed to the printed teachers' salary schedule:
1. Doctorate Degree - index to be applied to the BS Salary Column-1.30.

G. GUIDANCE COUNSELORS

1. Counselors who perform guidance functions during summer days (Summer days include days in June, July, August, and September beyond the 182 teacher work days scheduled in the school year just completed and before the first scheduled teacher work day in the next school year.) at the request of the school district administration will be compensated at 1/200 of the individual's salary.
2. Each spring the high school and middle school administration, in consultation with the guidance counselors, will submit to the Superintendent a request for summer work days for guidance counselors. Upon approval, building administrators and guidance counselors will mutually plan and set a summer schedule of work days to perform guidance functions. Days may be worked in half days upon mutual consent.
3. When working summer hours, a day will be calculated at 6.83 hours (6 hours and 50 minutes).
4. All time sheets will reflect days worked (including half days).
5. Compensation will be calculated at 1/200 of the individual's contract salary times number of days worked in a payroll period.
6. Guidance counselors who perform other duties approved by the administration (curriculum projects, grants, etc.) during summer days will receive the summer hourly rate designated in Article XXVIII, Section D.

ARTICLE XXIX EXTRA CURRICULAR COMPENSATION

A. Interscholastic Coaching Positions

	<u>Pts</u>	<u>2009-10</u>	<u>2010-11</u>	<u>Min 2% 2011-12</u>	<u>Max 4% 2011-12</u>
Football					
Varsity Coach	49	\$5,052	\$5,269	\$5,374	\$5,480
Var. Ass'ts	34	\$3,505	\$3,656	\$3,729	\$3,802
JV Coach	38	\$3,918	\$4,086	\$4,168	\$4,250
JV Ass'ts	27	\$2,784	\$2,903	\$2,961	\$3,020
Mod. (ea)	23	\$2,371	\$2,473	\$2,523	\$2,572
Football Cheerleading					
Varsity	25.5	\$2,629	\$2,742	\$2,797	\$2,852
JV	21.5	\$2,217	\$2,312	\$2,358	\$2,404
Cross Country					
Boys Varsity	28.5	\$2,938	\$3,065	\$3,126	\$3,187
Girls Varsity	28.5	\$2,938	\$3,065	\$3,126	\$3,187
Gymnastics					
Varsity coach	29.5	\$3,041	\$3,172	\$3,236	\$3,299
Modified Coach	23	\$2,371	\$2,473	\$2,523	\$2,572
Boys Soccer					
Varsity Coach	42	\$4,330	\$4,516	\$4,607	\$4,697
Varsity Ass't.	28	\$2,887	\$3,011	\$3,071	\$3,131
JV Coach	27	\$2,784	\$2,903	\$2,961	\$3,020
JV Ass't.	21	\$2,165	\$2,258	\$2,303	\$2,349
Modified Coach	23	\$2,371	\$2,473	\$2,523	\$2,572
Girls Soccer					
Varsity Coach	42	\$4,330	\$4,516	\$4,607	\$4,697
Varsity Ass't.	28	\$2,887	\$3,011	\$3,071	\$3,131
JV Coach	27	\$2,784	\$2,903	\$2,961	\$3,020
JV Ass't.	21	\$2,165	\$2,258	\$2,303	\$2,349
Modified Coach	23	\$2,371	\$2,473	\$2,523	\$2,572
Swim					
Girls Var	36.5	\$3,763	\$3,925	\$4,003	\$4,082
Girls Mod	23	\$2,371	\$2,473	\$2,523	\$2,572
Girls Diving	13	\$1,340	\$1,398	\$1,426	\$1,454
Boys Var	36.5	\$3,763	\$3,925	\$4,003	\$4,082
Boys Mod	23	\$2,371	\$2,473	\$2,523	\$2,572
Boys Diving	13	\$1,340	\$1,398	\$1,426	\$1,454
Volleyball					
Varsity Coach	35	\$3,608	\$3,764	\$3,839	\$3,914
JV Coach	28.5	\$2,938	\$3,065	\$3,126	\$3,187
Assistant	21	\$2,165	\$2,258	\$2,303	\$2,349

Bowling (Boys & Girls)

Coach	21	\$2,165	\$2,258	\$2,303	\$2,349
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Athletic Trainer

Fall	45	\$4,639	\$4,839	\$4,936	\$5,033
Winter	43	\$4,433	\$4,624	\$4,716	\$4,809
Spring	36.5	\$3,763	\$3,925	\$4,003	\$4,082

Ice Hockey

Varsity Coach	47	\$4,846	\$5,054	\$5,155	\$5,256
Varsity Ass't.	34	\$3,505	\$3,656	\$3,729	\$3,802

Girls Basketball

Varsity Coach	47	\$4,846	\$5,054	\$5,155	\$5,256
JV Coach	34	\$3,505	\$3,656	\$3,729	\$3,802
Modified A	26.5	\$2,732	\$2,850	\$2,907	\$2,964
Modified B	23	\$2,371	\$2,473	\$2,523	\$2,572
Modified C	23	\$2,371	\$2,473	\$2,523	\$2,572

Boys Basketball

Varsity Coach	47	\$4,846	\$5,054	\$5,155	\$5,256
JV Coach	34	\$3,505	\$3,656	\$3,729	\$3,802
Modified A	26.5	\$2,732	\$2,850	\$2,907	\$2,964
Modified B	23	\$2,371	\$2,473	\$2,523	\$2,572
Modified C	23	\$2,371	\$2,473	\$2,523	\$2,572

Basketball Cheerleading

Varsity Coach	25.5	\$2,629	\$2,742	\$2,797	\$2,852
JV Coach	21.5	\$2,217	\$2,312	\$2,358	\$2,404

Alpine Ski (Boys & Girls)

Varsity Coach	25	\$2,577	\$2,688	\$2,742	\$2,796
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Tennis

Varsity Coach	21.5	\$2,217	\$2,312	\$2,358	\$2,404
JV Coach	17	\$1,753	\$1,828	\$1,865	\$1,901
Girls Coach	21.5	\$2,217	\$2,312	\$2,358	\$2,404

Golf

Varsity Coach	21.5	\$2,217	\$2,312	\$2,358	\$2,404
JV Coach	17	\$1,753	\$1,828	\$1,865	\$1,901

Baseball

Varsity Coach	36.5	\$3,763	\$3,925	\$4,003	\$4,082
Varsity Ass't.	27	\$2,784	\$2,903	\$2,961	\$3,020
JV Coach	28	\$2,887	\$3,011	\$3,071	\$3,131
JV Ass't.	21	\$2,165	\$2,258	\$2,303	\$2,349

Softball

Varsity Coach	36.5	\$3,763	\$3,925	\$4,003	\$4,082
JV Coach	27	\$2,784	\$2,903	\$2,961	\$3,020
Modified	23	\$2,371	\$2,473	\$2,523	\$2,572

Girls Track

Varsity Coach	34	\$3,505	\$3,656	\$3,729	\$3,802
Varsity Ass't.	25	\$2,577	\$2,688	\$2,742	\$2,796
Modified	23	\$2,371	\$2,473	\$2,523	\$2,572

Boys Track

Varsity Coach	34	\$3,505	\$3,656	\$3,729	\$3,802
Varsity Ass't.	25	\$2,577	\$2,688	\$2,742	\$2,796
Modified	23	\$2,371	\$2,473	\$2,523	\$2,572

Winter Track

Varsity Coach	34	\$3,505	\$3,656	\$3,729	\$3,802
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Managers and Service Club

Fall	35	\$3,608	\$3,764	\$3,839	\$3,914
Winter	28	\$2,887	\$3,011	\$3,071	\$3,131

Point Value

The value per point shall be as follows:

2009-10	\$103.10
2010-11	\$107.53
2011-12	\$109.68 2% min
2011-12	\$111.83 4% max

B. Non-coaching positions-potential activities and corresponding hourly commitments

1) The pool of money for advisorships and clubs will be:

2009-10	\$48,153
2010-11	\$50,224
2011-12	\$51,228 2% min
2011-12	\$52,233 4% max

Establishment of advisorships or clubs shall be made by application to the School Improvement Planning Committee. This Committee will also establish the hours for each advisor. Final recommendations will be made to the Board of Education for approval.

2) The pool established in #1 above, shall be divided between the high school and middle school in a 70%-30% split respectively. The 'hourly rate' in each building will be established independently and in the following manner:

- a) add up the total of approved hours in filled positions.
- b) divide the total hours into the building pool to arrive at the 'hourly rate'. This rate shall be no more than the rate established in Article XXVIII paragraph D nor shall it be less than 2/3 of that rate.
- c) in the event the calculated rate falls below the minimum or above the maximum, the SIP Committee must re-examine the establishment of the clubs/advisorships under consideration as well as the expected hours of commitment. (See Appendix 4 for example)

3) Elementary Extra and Co-Curricular Activities – Teachers wishing to utilize this section shall submit plans to the site based management teams. The building site based management teams shall submit proposals to the Superintendent for approval. Such activities shall include the number of sessions to be held and the approximate time required per session. An allotment of a minimum of amount (see table below) will be available for K-5 bargaining unit members at each of Bailey/Oak and Momot Schools. If the Board wishes to increase the minimum amount, that figure shall become the new minimum amount.

<u>Year</u>	<u>Bailey/Oak</u>	<u>Momot</u>
2009-10	\$3,460	\$3,460
2010-11	\$3,609	\$3,609
2011-12	\$3,681	\$3,681 2% min
2011-12	\$3,753	\$3,753 4% max

4) Examples of Senior High Advisors and Hourly Commitments

Plattsburgh High School Advisors	Hours
Senior Class	70
Junior Class	60
Sophomore Class	50
Freshman Class	40
Student Council (1)	25
Student Council (2)	25
Yearbook (1)	80
Yearbook (2)	80
French Club	40
German Club	20
Science Club	40
National Honor Society	40
Communications Club	30
SADD	30
Scholars for Dollars	40
Marching PEP Band	25
Varsity Club	60
Amnesty International	40
Science Olympiad (1)	25
Science Olympiad (2)	25
Newspaper	20

5) Examples of Middle School Advisors and Hourly Commitments

Stafford Middle School Advisors	Hours
Newspaper	20
Yearbook	50
8th grade	50
French Club	40
Jazz Ensemble	60
Sports Collectors	30
Student Council	20
Chess	20
Earth-R-Us	40
Newsletter	15
Study Buddy	20
Computer	20
Literary Art Journal (1)	15
Literary Art Journal (2)	15
Voyage of the Mimi	20
FSO Fac Liaison	10
FSO Fac Liaison	10

C. Assignments

All extracurricular positions, if filled by the District, shall be offered first to qualified teachers of the

Plattsburgh City School District. Such positions will be filled by the District from outside the District only if no School District teacher is interested and qualified.

All open or newly created positions shall be advertised and assigned in accordance with Article XI. A position filled by a person from outside the District will be deemed an open position in the next following year.

The decision as to whether an extracurricular position shall be continued or eliminated rests solely with the School District and nothing herein contained may be construed to impose upon the District any obligation to continue such positions. However, any position which the Board decides to continue or to reinstate after the discontinuance shall be offered first to the last previous incumbent, if such incumbent has satisfactorily performed in such position and if not so filled, shall be offered in accordance with ARTICLE XI as above provided. No teacher assigned to an extracurricular position for a school year will be removed from such position during said year without just cause.

D. Evaluation

1. Coaches

Athletic Director will meet with a committee of coaches to agree on format of evaluation including form. Committee will agree on criteria upon which to base evaluation and on options for implementation (self-evaluation, peer evaluation, observation, summative statement, student/athlete evaluation, parent evaluation, etc.)

Athletic Director will be responsible for evaluation of coaches during each season.

The committee of coaches will assist Athletic Director in designing and implementing evaluation of assistant coaches during each season.

It will be the duty of the Director of Athletics to evaluate the performance of coaches who are not teachers in the District and/or are not members of this bargaining unit.

2. Advisors

The responsible administrator will meet with each advisor to agree on a format of evaluation including form. Criteria upon which evaluation will be based will be identified and options for implementation will be developed (self-evaluation, student evaluation, observation, goal-setting, parent evaluation etc.)

The responsible administrator will insure that evaluations for advisorship within the administrative unit are conducted annually.

3. Hearing Procedure (Coaches)

In the event that a situation arises which the District determines to be of such a serious nature that immediate disciplinary action seems necessary, the parties agree to apply the following procedure:

Step 1 The Superintendent will hold an investigation on the allegations. The individual and his/her representative will be present during an informal investigatory hearing. If, as a result of the hearing, the allegation(s) appear to be with merit the parties will seek an informal resolution at the Superintendent's level. If resolution is not reached, the parties will proceed to Step 2 in this procedure.

Step 2 The parties will follow a Streamlined Labor Arbitration procedure. The parties will attempt to secure an arbitrator from the following list of names:

Kimberly Cheney, Montpelier, VT

Paul Doyle, Albany, NY

The arbitrator, from the above list, will be compensated \$600.00.

Step 3 If, within two (2) working days, no one is available from the above mentioned list, the parties will place a demand to arbitrate with the AAA in accordance with their Streamlined Labor Arbitration procedure.

The arbitrator's decision will be binding upon the parties and the cost of the arbitrator will be equally shared by the parties.

E. Head Teacher, K-8 ELA Representatives, K-8 Math Representatives, College Advancement Program (CAP) Coordinator*, Advanced Placement (AP) Coordinator*

<u>School</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u> 2% min	<u>2011-12</u> 4% max
Bailey Head Teacher	\$810	\$845	\$862	\$879
Momot Head Teacher	\$810	\$845	\$862	\$879
Oak Head Teacher	\$810	\$845	\$862	\$879
K-8 ELA Representatives	\$810	\$845	\$862	\$879
K-8 Math Representatives	\$810	\$845	\$863	\$879
CAP Coordinator*	\$810	\$845	\$862	\$879
AP Coordinator*	\$810	\$845	\$862	\$879

*CAP Coordinator and AP Coordinator may be one person who would receive both stipends.

F. Chaperoning by other than the appropriate Advisor

<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u> 2% min	<u>2011-12</u> 4% max
\$22.43	\$23.39	\$23.86	\$24.33 per hour

G. Intramural Program

District-Wide Intramural Program

Activity

Skiing (6-12)

	3 Trip		
<u>Coordinator</u>	<u>Minimum</u>	<u>+ per trip</u>	<u>Maximum</u>
2009-10	\$836	\$277	\$1,945
2010-11	\$872	\$289	\$2,028
2011-12*	\$889	\$295	\$2,069 *2% min
2011-12**	\$907	\$301	\$2,109 **4% max

	3 Trip		
<u>Ass't. Co.</u>	<u>Minimum</u>	<u>+ per trip</u>	<u>Maximum</u>
2009-10	\$628	\$207	\$1,457
2010-11	\$655	\$216	\$1,520
2011-12*	\$668	\$221	\$1,550 *2% min
2011-12**	\$681	\$225	\$1,580 **4% max

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u> 2% min	<u>2011-12</u> 4% max
Hiking (6-12)				
Coordinator	\$1,945	\$2,028	\$2,069	\$2,109
Ass't. Co.	\$1,456	\$1,519	\$1,550	\$1,580

Bowling (6-12)

Coordinator	\$426	\$445	\$453	\$462
Ass't. Co.	\$426	\$445	\$453	\$462

Figure Skating (6-12)

Coordinator	\$405	\$423	\$431	\$439
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Contractual Agreement Between
Plattsburgh City School District and Plattsburgh Teachers' Association 2009-2012

Ass't. Co.	\$405	\$423	\$431	\$439
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Bicycling (6-12)

Coordinator	\$802	\$836	\$853	\$870
Ass't. Co.	\$536	\$559	\$570	\$582

Football

7th Grade	\$2,372	\$2,474	\$2,524	\$2,573
8th Grade	\$2,372	\$2,474	\$2,524	\$2,573

Intramural Program – Grades 4 & 5, Middle School, High School

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2011-12</u>
			2% min	4% max
Fall Intramurals	\$802	\$836	\$853	\$870
Winter Intramurals	\$802	\$836	\$853	\$870
Spring Intramurals	\$802	\$836	\$853	\$870
Weight Training (yr)	\$1,287	\$1,342	\$1,369	\$1,396

* Fall, Winter, and Spring Intramurals which are not identified by titles above should run for twenty (20) sessions each season. If the number of sessions is more or less than twenty (20), the stipend will be prorated (see below).

<u>YEAR</u>	<u>RATE PER SESSION</u>
2009-10	\$40.16
2010-11	\$41.89
2011-12	\$42.72 2% min
2011-12	\$43.56 4% max

- H. Music teachers responsible for performing groups assume up to three concerts and extra rehearsals as part of their job responsibility.

Music teachers acting as director or in another supervisory capacity with City School district students, at music activities outside of the school day, other than the three concerts and rehearsals mentioned above will be paid according to negotiated hourly rate (Article XXVIII Section D).

Such activities at which a director would be required may include community service performances such as Veterans Day ceremonies, New York State School Music Association and Clinton County Music Educators sponsored events such as Area All-State, All-County, and spring evaluation festival.

- I. The annual compensation for the building technologist is each of the buildings shall be based on hours of service and the hourly rate of professional compensation.

School	Hours
Bailey Avenue	80
Momot Elementary	100
Oak Street	80
Stafford Middle School	95*
Plattsburgh High School	95*

Flexible scheduling of supervisory period may be used to add additional hours. The amount may be divided, in a fair manner, by a building SIP Team if such an arrangement better suits a building's instructional needs. The duties of the technologist(s) shall be as previously determined by the District Technology Steering Committee and as advertised on the notice of vacancy.

ARTICLE XXX

INSURANCE

- A. The District shall pay 100% of the premium cost of the group hospitalization plan for individual coverage and 100% dependent coverage for all teachers of the City School District. This hospitalization plan shall be at least the equivalent of the Blue-Cross/Blue-Shield Statewide Plan.
- B. Beginning July 1, 1999, for each teacher the District shall pay 85% of the premium cost of the group hospitalization plan for individual coverage and 85% dependent coverage for all teachers of the City School district. This plan will be at least the equivalent of the Blue-Cross/ blue-Shield Statewide Plan.
- C. Beginning July 1, 1999, for each teacher, the District will provide one of the following options:
 - 1. Family plan as described in Paragraph B, or;
 - 2. Individual plan as described in Paragraph B, or;
 - 3. For the 2009-10 school year only the Cash Option shall be modified per Appendix 9. The purpose of this modification is to share a portion of the increase in options under C-3 with unit members who do not receive a step increment from 2008-09 to 2009-10. It is the intent to make those unit members that are 'frozen on step' and who have health insurance through the school district whole with respect to gross salary and his/her health insurance premium.

A contribution, in the amount equal to the employer's contribution to an individual plan will be made:

 - a. into a flexible spending account (IRS Sect. 125) through an Association endorsed plan, or;
 - b. to the individual through a cash option, or;
 - c. a combination of a. and b. with the total amount equivalent to the employer's contribution to an individual plan.

A teacher may opt to deduct an additional amount from his/her salary to be contributed to the FSA. Additionally, a teacher may enter or leave the aforementioned options in accordance with the policies of the provider. All District employee contributions will be prorated based on the contract year.
- D. Each school year the District will provide each member of the bargaining unit with a uniform form for implementing the provisions of the Section 125 plan. This form will be provided by May 1 or soon thereafter as the necessary rates are available. Each teacher opting to take advantage of the Section 125 plan must complete the required forms as directed no later than June 1 prior to the start of the plan year that begins July 1. By June 7 the District will provide the Association President with a list of teachers that have not returned the required forms. The list will be deemed final on June 15 and no additional employees will be added after that date, except as provided by law.

ARTICLE XXXI
RETIREMENT INCENTIVE

- A. The District shall pay 100% of the premium cost of the group hospitalization plan for individual retirees of the Plattsburgh City School District and spouse and/or one (1) medically disabled dependent son or daughter. This hospitalization plan shall be at least equivalent to the Blue-Cross/Blue-Shield Statewide Plan.

ARTICLE XXXII

DUES DEDUCTION

- A. The School Agrees to deduct from the salaries of teachers, dues for the Plattsburgh Teachers' Association and affiliates as said teachers individually and voluntarily authorize the School District to deduct and to transmit the monies promptly to the Association. The teachers' authorization will be in writing by uniform card furnished by the Association.
- B. The Association will certify to the Assistant Superintendent for Business, in writing, the current rate of its membership dues. If the Association changes the rate of its membership dues it will give the School District thirty (30) days written notice prior to the effective date of such change.
- C. Deductions referred to in Paragraph A above will be made in twenty (20) installments. The School District will not be required to honor deduction authorizations that are delivered to it later than fifteen (15) days prior to the distribution of the payroll from which deductions are to be made.
- D. The School District will notify the Association monthly of any changes in said list. Any teacher desiring to have the School District discontinue deductions he/she has previously authorized must notify the Assistant Superintendent for Business and the Association in writing, by September 10 of each year for the school year's dues.
- E. The District shall deduct from the wage of salary of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association, and shall transmit the sum so deducted to the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of the Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.

The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this article of the agreement.

The Association insures that the District will be held harmless in any action brought by employees in the bargaining unit who are not members of the Association.

- F. The District shall check off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the Bargaining Unit. Such signed authorization may be discontinued at the end of its term upon written notice by the Employee to the District. The District shall remit to the NYSUT Benefit Trust, on a timely basis, the payments deducted and shall furnish the Plan and the bargaining agent with a list of all Employees from whose salaries such deductions have been made.

ARTICLE XXXIII
MILEAGE REIMBURSEMENT

- A. Employees using privately owned vehicles on authorized school business will be reimbursed at the I.R.S. rate upon receipt of properly itemized claim form.

This provision shall only apply to the following:

1. Nurse-Teachers
 2. Coaches
 3. Attendance Officer
 4. All staff with multiple building assignments
 5. Any staff person given prior written approval
- B. No reimbursement shall be paid for mileage from home to school or from school to home.

ARTICLE XXXIV
UNEMPLOYMENT INSURANCE

- A. In the event unemployment insurance coverage is not mandated by New York State, the District will provide unemployment benefits for tenured teachers terminated for other than cause or voluntary reason. The rate and duration of such benefits shall be the same as those provided under New York State Unemployment Laws.

ARTICLE XXXV
NURSE PRACTITIONER

- A. Appointment of a person to fill a position will be in accordance with the Civil Service Law of the State of New York, and the Regulations of the County Civil Service Commission of the County of Clinton. Article XII of the contract will not apply to Nurse Practitioners. Evaluation and permanent employment of the person(s) filling the title of Nurse Practitioner will be in accordance with the requirements of the Civil Service Commission.
- B. The normal work year and work day for the position will be the same as the work year and work day for teachers in the building in which the Nurse Practitioner is assigned.
- C. Salary for the position will be the appropriate step on the teacher salary schedule.
- D. For required work performed beyond the normal workday, Nurse Practitioners will be compensated at the hourly rate for teachers.
- E. With the exception of Article XII and the changes listed in A-E above, all other Articles of the contract will apply to the position of Nurse Practitioner. Article XV will not apply during the 26 week probationary period prescribed by law.

ARTICLE XXXVI

MENTOR TEACHER-INTERN PROGRAM

A. Purpose:

The district and the union agree with the goals and program objectives as stated in the program narrative revised 10/1/86. The Mentor Selection Committee (Mentor Teacher Steering Committee) shall be the chief policy making body which oversees the Mentor Teacher-Intern Program. Participation in this program by individual mentors and interns is on a voluntary basis.

B. Evaluation:

All performance assessments and instruments, and duplications of such, used to make such assessments (e.g. video tapes, logs, surveys and observation reports) shall remain the property of the individual teacher. The confidentiality of these instruments shall remain with the mentor, intern, college professional working with the team and the college evaluation team.

Evaluation of teaching performance for the purposes of tenure and/or retention shall continue to be based solely on teacher evaluations as outlined in Article XII of this contract.

C. Classload and Teaching Responsibilities:

All teachers and mentors participating in this program shall have their teaching load and responsibilities reduced to 80% of a full-time teacher. In the case of secondary teachers this 80% load would be 4 classes and 1 supervisory period daily. Elementary and special area teachers will have their schedules and responsibilities adjusted. Prior to implementation, all adjusted schedules will be reviewed and approved by both the union president and the superintendent of schools. Part-time and/or full-time teachers will be assigned (hired if necessary) to implement this reduction in responsibilities.

D. Workshops and Conferences:

All workshops well be planned in cooperation with the mentor teacher(s), intern teacher(s) and the mentor Teacher Steering Committee. It is the intent of all parties to not unduly burden the mentor teachers and intern teachers with too many meetings during the school day which could disrupt the educational process. In the same vain their after school responsibilities should be kept to a minimum.

In-service credit and/or stipends will be granted to teachers successfully completing any workshops. Additional time required of teachers shall be paid at the hourly rate as specified in Article XXVIII paragraph D of this contract.

ARTICLE XXXVII

PEER COACHING

A. Purpose:

The district and the union believe peer coaching to be a collegial activity that can be used to improve and reinforce good classroom practice. This activity provides one more opportunity for teachers to break the traditional environment of isolation and work with peers to implement new ideas and experiment with researched based instructional practices. Participation in this program is open to all teachers and is on a voluntary basis.

B. Participation Time:

All teachers participating in this program shall, through mutual consent with the building principal, be provided with time for joint consultation and observation time with his/her selected peer(s).

C. Workshops and Conferences:

The district will periodically provide workshops on peer coaching and support participation in peer coaching conferences. All peer coaching workshops will be planned in cooperation with the participating teachers in the program and the Professional Improvement Committee.

D. Assessment:

All performance assessments (formal and informal) and duplications of such (e.g., video tapes, logs, surveys and observation reports) shall remain the property of the individual teacher whose teaching skills are being observed. All conversations between participants regarding performance must be kept on a confidential basis. This is not however, intended to inhibit the recognition of excellence in teaching.

ARTICLE XXXVIII

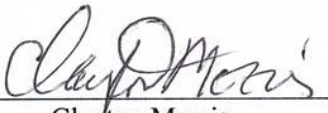
GENERAL

- A. No teacher shall suffer any professional disadvantage by reason of his/her membership in the Association or participation in its lawful activities.
- B. If negotiation meetings between the School District and the Association are jointly scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. When it is necessary for representatives of the Association to schedule meetings during the school day in order to prepare for negotiations, not more than five (5) such representatives at one time, will, upon agreement between the Superintendent and the President of the Association, be released as necessary in order to permit participation in such meetings. When it is necessary, pursuant to Article III (Grievance Procedure) for a building representative, member of the Grievance Committee, or other representative, designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, he/she will, upon agreement with his/her principal or immediate supervisor, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher, whose appearance is necessary in such investigations, meetings or hearings as a witness, will be accorded the same right. The Association agrees that these rights will not be abused.
- C. The Association will be provided with one (1) copy of the minutes of official Board meetings as soon as possible after such meetings. A copy of the official agenda of the meeting, and any attached documents will be given to the Association prior to said meeting.
- D. The parties recognize that this Agreement has been entered into pursuant to the Public Employee's Fair Employment Act. If any provisions of this Agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- E. This agreement constitutes School District policy for the term of said agreement, and the School District will carry out the commitments contained herein and give them full force and effect as per School District Policy. The School District will amend its personnel policies and take such other action as may be necessary in order to give full force and effect of the provisions of this Agreement.
- F. Copies of this Agreement shall be reproduced at the expense of the School District and distributed to the Teachers' Association within two (2) weeks of the execution of the final edited instrument. New teachers shall receive a copy of the Agreement at the time of hiring.

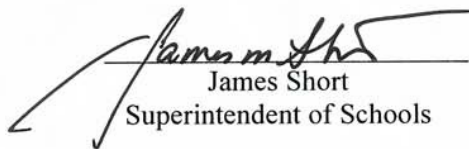
ARTICLE XXXIX
DURATION OF AGREEMENT

This is a three-year contract for the period July 1, 2009 - June 30, 2012, which, by mutual agreement, replaces the previous contract scheduled to terminate June 30, 2009.

PLATTSBURGH CITY SCHOOL DISTRICT



Clayton Morris
President Board of Education

08/11/09
Date

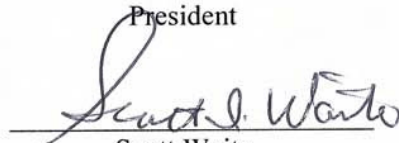

James Short
Superintendent of Schools

7/24/09
Date

PLATTSBURGH TEACHERS' ASSOCIATION


Roderick P. Sherman
President

8/5/09
Date


Scott Waite
Negotiations Committee Chair

8/11/09
Date

APPENDIX 1
2009-2010

<u>Step</u>	<u>BS</u>	<u>B+15</u>	<u>B+30</u>	<u>BS+45</u> <u>MS</u>	<u>BS+60</u> <u>M+15</u>	<u>BS+75</u> <u>M+30</u>	<u>Pool</u> <u>Percent Inc</u>	Example as per conditions of Article XXVIII B para 2	
								<u>BS+9</u>	<u>BS+24</u>
1	\$35,625	\$37,060	\$38,496	\$39,931	\$41,367	\$42,802	2.1%	\$36,486	\$37,922
2	\$37,060	\$38,496	\$39,931	\$41,367	\$42,802	\$44,238		\$37,922	\$39,357
3	\$38,496	\$39,931	\$41,367	\$42,802	\$44,238	\$45,673		\$39,357	\$40,793
4	\$39,931	\$41,367	\$42,802	\$44,238	\$45,673	\$47,109		\$40,793	\$42,228
5	\$41,367	\$42,802	\$44,238	\$45,673	\$47,109	\$48,544		\$42,228	\$43,664
6	\$42,802	\$44,238	\$45,673	\$47,109	\$48,544	\$49,980		\$43,664	\$45,099
7	\$44,238	\$45,673	\$47,109	\$48,544	\$49,980	\$51,415	Ratio 1 to 24	\$45,099	\$46,535
8	\$45,673	\$47,109	\$48,544	\$49,980	\$51,415	\$52,851	1.95	\$46,535	\$47,970
9	\$47,109	\$48,544	\$49,980	\$51,415	\$52,851	\$54,286		\$47,970	\$49,406
10	\$48,544	\$49,980	\$51,415	\$52,851	\$54,286	\$55,722		\$49,406	\$50,841
11	\$49,980	\$51,415	\$52,851	\$54,286	\$55,722	\$57,157		\$50,841	\$52,277
12	\$51,415	\$52,851	\$54,286	\$55,722	\$57,157	\$58,593		\$52,277	\$53,712
13	\$52,851	\$54,286	\$55,722	\$57,157	\$58,593	\$60,028		\$53,712	\$55,148
14	\$54,286	\$55,722	\$57,157	\$58,593	\$60,028	\$61,464		\$55,148	\$56,583
15	\$55,722	\$57,157	\$58,593	\$60,028	\$61,464	\$62,899		\$56,583	\$58,018
16	\$57,157	\$58,593	\$60,028	\$61,464	\$62,899	\$64,335		\$58,018	\$59,454
18	\$58,880	\$60,315	\$61,751	\$63,186	\$64,622	\$66,057		\$59,741	\$61,177
21	\$60,602	\$62,038	\$63,473	\$64,909	\$66,344	\$67,780		\$61,464	\$62,899
24	\$62,325	\$63,760	\$65,196	\$66,631	\$68,067	\$69,502		\$63,186	\$64,622
27	\$65,441	\$66,948	\$68,456	\$69,963	\$71,470	\$72,977		\$66,302	\$67,810
30	\$68,713	\$70,296	\$71,878	\$73,461	\$75,044	\$76,626		\$69,574	\$71,157
33	\$72,149	\$73,811	\$75,472	\$77,134	\$78,796	\$80,458		\$73,010	\$74,672

Teaching Assistant

<u>Step</u>	<u>Entry</u>
1	\$21,375
2	\$22,236
3	\$23,098
4	\$23,959
5	\$24,820
6	\$25,681
7	\$26,543
8	\$27,404
9	\$28,265
10	\$29,127
11	\$29,988
12	\$30,849
13	\$31,710
14	\$32,572
15	\$33,433
16	\$34,294
18	\$35,328
21	\$36,361
24	\$37,395

APPENDIX 2 2010-2011

Step	BS	B+15	B+30	BS+45 MS	BS+60 M+15	BS+75 M+30	Pool Percent Inc	Example as per conditions of Article XXVIII B para2	
								BS+9	BS+24
1	\$37,157	\$38,654	\$40,151	\$41,648	\$43,145	\$44,642	6.4%	\$38,055	\$39,552
2	\$38,654	\$40,151	\$41,648	\$43,145	\$44,642	\$46,139		\$39,552	\$41,049
3	\$40,151	\$41,648	\$43,145	\$44,642	\$46,139	\$47,636		\$41,049	\$42,546
4	\$41,648	\$43,145	\$44,642	\$46,139	\$47,636	\$49,133		\$42,546	\$44,043
5	\$43,145	\$44,642	\$46,139	\$47,636	\$49,133	\$50,630		\$44,043	\$45,540
6	\$44,642	\$46,139	\$47,636	\$49,133	\$50,630	\$52,127		\$45,540	\$47,037
7	\$46,139	\$47,636	\$49,133	\$50,630	\$52,127	\$53,624	Ratio 1 to 24	\$47,037	\$48,534
8	\$47,636	\$49,133	\$50,630	\$52,127	\$53,624	\$55,121	1.95	\$48,534	\$50,031
9	\$49,133	\$50,630	\$52,127	\$53,624	\$55,121	\$56,618		\$50,031	\$51,528
10	\$50,630	\$52,127	\$53,624	\$55,121	\$56,618	\$58,115		\$51,528	\$53,025
11	\$52,127	\$53,624	\$55,121	\$56,618	\$58,115	\$59,612		\$53,025	\$54,522
12	\$53,624	\$55,121	\$56,618	\$58,115	\$59,612	\$61,109		\$54,522	\$56,019
13	\$55,121	\$56,618	\$58,115	\$59,612	\$61,109	\$62,606		\$56,019	\$57,516
14	\$56,618	\$58,115	\$59,612	\$61,109	\$62,606	\$64,103		\$57,516	\$59,013
15	\$58,115	\$59,612	\$61,109	\$62,606	\$64,103	\$65,600		\$59,013	\$60,510
16	\$59,612	\$61,109	\$62,606	\$64,103	\$65,600	\$67,097		\$60,510	\$62,007
18	\$61,408	\$62,905	\$64,402	\$65,899	\$67,396	\$68,893		\$62,307	\$63,804
21	\$63,205	\$64,702	\$66,199	\$67,696	\$69,193	\$70,690		\$64,103	\$65,600
24	\$65,001	\$66,498	\$67,995	\$69,492	\$70,989	\$72,486		\$65,899	\$67,396
27	\$68,251	\$69,823	\$71,395	\$72,967	\$74,539	\$76,111		\$69,149	\$70,721
30	\$71,664	\$73,314	\$74,965	\$76,615	\$78,266	\$79,916		\$72,562	\$74,212
33	\$75,247	\$76,980	\$78,713	\$80,446	\$82,179	\$83,912		\$76,145	\$77,878

Teaching Assistant

Step	Entry
1	\$22,294
2	\$23,192
3	\$24,091
4	\$24,989
5	\$25,887
6	\$26,785
7	\$27,683
8	\$28,582
9	\$29,480
10	\$30,378
11	\$31,276
12	\$32,174
13	\$33,073
14	\$33,971
15	\$34,869
16	\$35,767
18	\$36,845
21	\$37,923
24	\$39,001

APPENDIX 3 2011-2012

www.bls.gov/cpi/data.htm

Urban Wage Earners and Clerical Workers-US City Average

Current Series not seasonally adjusted

Date	Column A Index	Date	Column B Index	Percent change in index from A to B
Jan 2009		Jan 2010		
Feb 2009		Feb 2010		
Mar 2009		Mar 2010		
Apr 2009		Apr 2010		
May 2009		May 2010		
June 2009		June 2010		
July 2009		July 2010		
Aug 2009		Aug 2010		
Sept 2009		Sept 2010		
Oct 2009		Oct 2010		
Nov 2009		Nov 2010		
Dec 2009		Dec 2010		

Average

www.bls.gov/cpi/data.htm

Urban Wage Earners and Clerical Workers-US City Average

Current Series not seasonally adjusted

Example

Date	Column A Index	Date	Column B Index	Percent change in index from A to B
Dec 2006	197.2	Dec 2007	205.777	4.3%
Jan 2007	197.559	Jan 2008	206.744	4.6%
Feb 2007	198.544	Feb 2008	207.254	4.4%
Mar 2007	200.612	Mar 2008	209.147	4.3%
Apr 2007	202.130	Apr 2008	210.698	4.2%
May 2007	203.661	May 2008	212.788	4.5%
June 2007	203.906	June 2008	215.223	5.6%
July 2007	203.70	July 2008	216.304	6.2%
Aug 2007	203.199	Aug 2008	215.247	5.9%
Sept 2007	203.889	Sept 2008	214.935	5.4%
Oct 2007	204.338	Oct 2008	212.182	3.8%
Nov 2007	205.891	Nov 2008	207.296	0.7%

Average

4.5%

APPENDIX 4

EXAMPLE

Plattsburgh High School

Yr 2009-10
SMS-PHS
\$48,153

Activity	Advisor	Portion of 980 for this activity	Annual Stipend 2009-2010	Semi- Annual Stipend
Senior Class		70	\$2,408	\$1,204
Junior Class		60	\$2,064	\$1,032
Sophomore Class		50	\$1,720	\$860
Freshman Class		40	\$1,376	\$688
After-Prom Party Co-Advisor		10	\$344	\$172
After-Prom Party Co-Advisor		10	\$344	\$172
Book Club		25	\$860	\$430
CFES		30	\$1,032	\$516
CFES Mentor Co-Advisor		15	\$516	\$258
CVES Mentor Co-Advisor		15	\$516	\$258
Chess Club		20	\$688	\$344
Communications/Model UN		15	\$516	\$258
Dance Club Co-Advisor		10	\$344	\$172
Dance Club Co-Advisor		10	\$344	\$172
Drama Club		80	\$2,752	\$1,376
French Club		25	\$860	\$430
GAPP		30	\$1,032	\$516
GSA Co-Advisor		15	\$516	\$258
GSA Co-Advisor		15	\$516	\$258
Holiday Club		30	\$1,032	\$516
Key Club		20	\$688	\$344
Key Club		20	\$688	\$344
Multi-Cultural Club		40	\$1,376	\$688
National Honor Society 1		20	\$688	\$344
National Honor Society 2		20	\$688	\$344
Literary Journal		45	\$1,548	\$774
Senior Grad Presentation		15	\$516	\$258
Spanish Club		25	\$860	\$430
Student Association		50	\$1,720	\$860
Yearbook 1		90	\$3,096	\$1,548
Yearbook 2		60	\$2,064	\$1,032
		980	\$ 33,707	\$ 16,854

70% of Secondary Pool for PHS
Amount per 'hour' or unit

\$33,707
\$34.40

SIP Approved:
Date:

APPENDIX 5

Personal Leave Form (available in principal's office)

Plattsburgh
City School
District

AUTHORIZATION FOR PERSONAL LEAVE

Date(s) requested _____

Notify payroll office if these dates change
or are reduced in number.

Check only one box below. If you check box "B" then complete that section, and sign below.

☐

A. I am requesting personal leave for the purpose of conducting **urgent personal business**.

☐

B. I am requesting personal leave for the purpose of _____

(Date)

(Employee Signature)

(Building)

(Date Received)

(Administrator)

☐

Approved with pay

☐

Approved without pay

(Superintendent)

(Date)

It is not necessary to state a reason for requesting leave under this agreement other than to state "**urgent personal business**." The definition of urgent personal business at the time of the request is at the discretion of and within the conscience of the staff member making the request. You should, in determining whether your request is urgent personal business, believe that most other reasonable people would agree with you if faced with the same decision. Urgent personal business is not meant to be used for personal pleasure.

Nothing herein prohibits you from stating a reason on this form other than urgent personal business, nor prohibits you from requesting a leave without pay.

DISTRICT OFFICE USE ONLY

Number of personal days approved this year _____

Number of personal days this request _____

Total to date _____

c White - Personnel File
Yellow - Administrator
Pink - Staff Member

- Give completed copies to your administrator/supervisor.
- Administrator will forward to Superintendent.
- Superintendent will complete and return copies to administrator and to staff member.

(9/2003 -1000)

APPENDIX 6

Sick Bank Application Form (available from Superintendent's Office)

Plattsburgh
City School
District

**AUTHORIZATION FOR SICK BANK USAGE
TEACHERS' CONTRACT ARTICLE XVII**

Teacher must complete Part A and/or B and submit this form with supporting documentation, Physician's Statement, completed by a physician to the Superintendent of Schools. Both forms should be submitted in a sealed envelope, addressed to the "Sick Bank Committee."

Part A

Due to a prolonged illness and/or medical condition, I will be absent from my teaching duties on (from) _____ (through) _____. (List dates or specified time period.) I am applying for the use of sick days from the Sick Leave Bank for those days which I may be eligible to receive under guidelines 1 and 4 below.

Notify the payroll office if these dates change or are reduced in number.

Part B

Due to a prolonged illness and/or medical condition, I was absent from my teaching duties on (from) _____ (through) _____. (List dates or specified time period.) I am applying for the use of sick days from the Sick Leave Bank for those days which I may be eligible to receive under guidelines 1 and 4 below.

(Date)

(Employee Signature)

(Building)

The Sick Leave Bank Committee approves up to _____ days for this request.

(Sick Bank Committee)

(Date)

(Superintendent)

(Date)

DIRECTIONS

- Teacher fills out top portion and submits to administrator/supervisor along with medical documentation, "Physician's Statement" in a sealed envelope.
- Administrator sends along to Superintendent.
- District Office supplies information on first three questions below.
- Sick Bank Committee reviews request.
- Superintendent will complete and return copies to staff member.

"The sole purpose of the Sick Leave Bank is to provide additional sick leave to bargaining unit members who have exhausted their own sick leave and have suffered a prolonged illness. The Sick Leave Bank will be administered according to the guidelines below.

1. Below a member can draw from the Sick Leave Bank he/she must wait thirty (30) working dates or until all of his/her sick leave has been exhausted, whichever is longer.
2. Benefits can be granted only for personal illness.
3. Benefits from the bank will not have to be repaid.
4. The maximum number of days an individual can draw from the bank is **200 lifetime**.
5. All applicants for benefits will be reviewed by the Sick Leave Bank Committee. The Committee will determine the benefits, if any, to be granted." (From Article XVII, Paragraph I)

DISTRICT OFFICE USE ONLY

Has this teacher used unpaid sick days?
Y / N. If yes, then enter number use. _____

Has this teacher been granted over 30 sick days? Y / N. If no, then enter number granted. _____

Number of sick leave bank days used to date. _____

Number of sick leave bank days this request. _____

Total to date. (200 lifetime maximum) _____

Copies to: Personnel File
Administrator
Staff Member

APPENDIX 7

Sick Bank Application (page 2)

Physician's Statement

Physician's Statement to be used as supporting documentation for employee's use of Sick Leave Bank. Please complete Part A or Part B. If both apply, complete both.

Part A

Due to a prolonged illness and/or medical condition, _____ (patient's name) **will be absent** from his/her teaching duties on (from) _____ (through) _____. (List dates or specific time period.)

Part B

Due to a prolonged illness and/or medical condition, _____ (patient's name) **was absent** from his/her teaching duties on (from) _____ (through) _____. (List dates or specific time period.)

Physician: _____ Date: _____

APPENDIX 8

Plattsburgh City School District And the Plattsburgh Teachers' Association Affidavit of Domestic Partnership and Financial Interdependence for Active Employees

Application for Domestic Partner Benefits and Affidavit of Domestic Partnership and Financial Interdependence for Active Employees in the PLATTSBURGH TEACHERS ASSOCIATION

The undersigned, being duly sworn, depose and declare as follows:

1. We are both eighteen years of age or older and not married to other individuals. If either or both of us has been married, we submit evidence of the termination of the marriage(s).
2. We are not related by blood in a manner that would bar marriage under the laws of the State of New York.
3. We are each other's sole domestic partner have been so for at least six months prior to the date of this affidavit, and intend to remain so indefinitely. We are in a relationship of mutual support, caring and commitment, and have assumed responsibility for each other's welfare.
4. We have been living together on a continuous basis for at least six months prior to the date of this affidavit and submit proof of qualifying cohabitation (see reverse side for proof of residency).
5. As domestic partners we are financially interdependent. We submit original documents of two proofs of our financial interdependence (see reverse side for proofs of financial interdependence).
6. I, the enrollee, affirm that I will notify the district within 14 days of the date I/my partner no longer meet one or more of the qualifying criteria set forth above.
7. I, the enrollee, understand that any false or misleading statements made in order to receive benefits for which I do not qualify will subject me to financial responsibility for any benefits paid on behalf of my partner and potential disciplinary action by my employer.

Print Name (Employee)	Print Name (Partner)
Social Security Number:	Social Security Number:
Address:	Address:
Signature (sign in presence of notary)	Signature (sign in presence of notary)

Sworn to before me _____ (insert both
names) this _____ day of _____, _____.

NOTARY PUBLIC

Personal Privacy Protection Law Notification

The information you provide on this application is requested for the principal purpose of determining the eligibility of a domestic partner for benefits under various types of leave that refer to 'family' in the Contract between the Plattsburgh Teachers' Association and the Plattsburgh City School District. The information will be used in accordance with Section 96 (1) of the Personal Privacy Protection Law, particularly subdivisions (b), (e) and (f). Failure to provide the information requested may prevent the District from processing this application. This information will be maintained by the office of the Superintendent of Schools and the School Business Administrator of the Plattsburgh City School District.

PLATTSBURGH CITY SCHOOL DISTRICT 49 Broad Street Plattsburgh, New York 12901 DOMESTIC PARTNER AFFIDAVIT	DOMESTIC PARTNER AFFIDAVIT Application for Domestic Partner Benefits and Affidavit of Domestic Partnership and Financial Interdependence for Active Employees in the Plattsburgh Teachers' Association
--	---

**YOU NEED A TOTAL OF 3 SEPARATE PROOFS*, AS DESCRIBED BELOW
(1 PROOF OF COHABITATION DURATION AND 2 PROOFS OF FINANCIAL
INTERDEPENDENCE)**

*Proofs should be clearly unaltered copies of original documents.

Proof of Six Months of Cohabitation

You must submit proof that you and your partner have resided together for at least six months. The proof may be one document with both names or two separate documents that show the residence of each partner. The following is a list of items that can be used to demonstrate proof of residency.

Submit one (1) of the following (check proof submitted):

- | | |
|---|--|
| — Auto registration | — Passport |
| — Bank statement | — Pay check stub |
| — Driver's license | — Registration as a domestic partnership in a New York State municipality that has established such (e.g., Albany, N.Y. City, Rochester, Ithaca) |
| — Mailed insurance benefits statement | — Tax return |
| — Mailed joint membership statement with address (e.g., church or family association) | — Telephone bill |
| — Lease agreement listing both parties | — Utility bill |
| — Mortgage agreement listing both parties | |

Proof of Financial Interdependence

You must submit two (2) copies of clearly unaltered original documents as proof of financial interdependence of at least six months duration. Below is a list of acceptable proofs (**at least one of the two items must be from List A**). **Check the two (2) proofs you are submitting.**

Note: "Joint" proofs must contain both names (enrollee and domestic partner). Original documents will be copied only to the extent necessary to document receipt and returned to you.

LIST A

- Joint obligation on a loan (including an affidavit by a creditor for a personal loan)
- Designation of one partner as the representative payee for the other's government benefits
- Joint ownership of your residence
- Joint ownership or holding of investments
- Joint renters' or home owners' insurance policy
- Joint ownership or lease of a motor vehicle
- Joint responsibility for child care (e.g., school documents, guardianship) Birth certificate of child alone is not sufficient.
- Mutually granted authority to make health care decisions (e.g., health care power of attorney)
- Designated as beneficiary under the other's life insurance policy, retirement benefits account or will or executor of each other's will
- Both listed as tenants on the lease of shared residence insurance policy, retirement benefits account or will or executor of each other's will
- Same-sex marriage or civil union certificate
- An affidavit by a corporate creditor or other disinterested third party qualified to testify to partners' financial interdependence
- Share a household budget for the purpose of receiving government benefits
- Mutually granted durable power of attorney
- I claim my partner as a dependent for federal tax purposes (you must complete and submit PS-425.3)

LIST B

- Joint bank account
- Status as authorized signatory on the partner's bank account, credit card or charge card
- Joint credit or charge card(s)
- Other proof establishing economic interdependence.

APPENDIX 9

Article XXX C-3 Example

- A. Calculate the increase from 2008-09 to 2009-10 in the C-3 pool.

Suppose	Premium	85% Cash Option
Individual plan 2008-09	\$5,000	\$4,250
Individual Plan 2009-10	\$5,500	\$4,675
Increase		\$425

Further assume for 2009-10 (July 1, 2009) the number of members using option C is 100.

Total increase to pool is: $100 \times \$425 = \$42,500$

The maximum amount to make "whole" unit members frozen on step and purchasing school district health insurance is \$42,500

-
- B: Calculate the amount of dollars needed to hold individuals frozen on step save harmless with respect to salary and his/her contribution to health insurance.

Suppose the following rates:

	2008-09	15% Employee Contribution	2009-10	15% Employee Contribution	Save harmless \$ needed for each plan
Individual	\$5,000	\$750	\$5,500	\$825	+\$75
Family	\$15,000	\$2,250	\$16,500	\$2,475	+\$225

Further suppose that 66 unit members are frozen on step and the insurance break out is:

Plan	# Individuals	Save Harmless \$	Total
Individual	13	\$75	\$975
Family	30	\$225	\$6,750
Cash Opt	23	N/A	N/A
Total	66		\$7,725

-
- C: Redistribute \$75 in non-regular compensation to each person with an individual plan who is frozen on step.

Redistribute \$225 in non-regular compensation to each person with a family plan who is frozen on step.

The remainder of the pool ($\$42,500 - \$7,725$) of \$34,775 is distributed back to 100 unit members who are using the options under Article XXX C-3. Thus making the amount for those options $\$4,250 + \347.75 ($\$34,775/100$) or \$4,597.75 for the year 2009-10.

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